

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10**

McDONALD'S RESTAURANTS OF TENNESSEE, INC.

and

**Cases 10-CA-131969
10-CA-134812**

MID-SOUTH ORGANIZING COMMITTEE

**MAR-MAL, INC. D/B/A MCDONALD'S,
A MCDONALD'S FRANCHISEE, AND MCDONALD'S
USA, LLC, JOINT EMPLOYERS**

and

Case 10-CA-133815

SOUTHERN WORKERS ORGANIZING COMMITTEE

**MSM RESTAURANTS, LLC D/B/A MCDONALD'S, A
MCDONALD'S FRANCHISEE, AND MCDONALD'S
USA, LLC, JOINT EMPLOYERS**

and

Case 10-CA-133826

SOUTHERN WORKERS ORGANIZING COMMITTEE

**JAMES BOOTH-JKS&K INC. D/B/A MCDONALD'S, A
MCDONALD'S FRANCHISEE, AND MCDONALD'S USA
LLC, JOINT EMPLOYERS**

and

Case 10-CA-134248

SOUTHERN WORKERS ORGANIZING COMMITTEE

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, and to avoid unnecessary costs or delay, IT IS ORDERED that Cases 10-CA-131969 and 10-CA-134812, which are based on charges filed by the Mid-South

(“McDonald’s of Tennessee”); Case 10-CA-133815, which is based on a charge filed by Southern Workers Organizing Committee (“Southern Workers”) against Mar-Mal, Inc. d/b/a McDonald’s (“Mar-Mal”) and McDonald’s Corporation (herein described by its correct name, McDonald’s USA, LLC), as Joint Employers; Case 10-CA-133826, which is based on a charge filed by Southern Workers against MSM Restaurants d/b/a McDonald’s (“MSM”) and McDonald’s Corporation (herein described by its correct name, McDonald’s USA, LLC), as Joint Employers; and Case 10-CA-134248, which is based on a charge filed by Southern Workers against James Booth-JKS&K, Inc. d/b/a McDonald’s (“James Booth”) and McDonald’s Corporation (herein described by its correct name, McDonald’s USA, LLC)(“McDonald’s”), as Joint Employers, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on the charges in these cases, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 *et seq.* (the Act) and Section 102.15 of the Board’s Rules and Regulations. It alleges that Respondent has violated the Act as described below:

1.

The charges in these cases were filed and served as set forth in the following table:

¶	Case No.	Amended	Charging Parties	Respondents	Date Filed	Date Served
(a)	10-CA-131969		Mid-South	McDonald’s of Tennessee	July 1, 2014	July 2, 2014
(b)		First Amended	Mid-South	McDonald’s of Tennessee	July 17, 2014	July 18, 2014
(c)		Second Amended	Mid-South	McDonald’s of Tennessee	September 9, 2014	September 10, 2014
(d)		Third Amended	Mid-South	McDonald’s of Tennessee	November, 3, 2014	November, 4, 2014

(e)	10-CA-133815		Southern Workers	McDonald's/Mar-Mal	July 30, 2014	July 31, 2014
(f)	10-CA-133826		Southern Workers	McDonald's/MSM	July 30, 2014	July 30, 2014
(g)	10-CA-134248		Southern Workers	McDonald's/James Booth	August 5, 2014	August 7, 2014
(h)	10-CA-134812		Mid-South	McDonald's of Tennessee	August 14, 2014	August 18, 2014

2.

(a) At all material times, Mid-South has been a labor organization within the meaning of Section 2(5) of the Act.

(b) At all material times, Southern Workers has been a labor organization within the meaning of Section 2(5) of the Act.

3.

(a) At all material times, Respondent McDonald's has been a Delaware limited liability company with an office and place of business in Oak Brook, Illinois, and various restaurant and franchise locations throughout the United States, and has been engaged in the operation and franchising of quick-service restaurants.

(b) Annually, Respondent McDonald's, in conducting its business operations described above in paragraph 3(a),

(i) derives gross revenues valued in excess of \$500,000 and

(ii) purchases products, goods, and materials valued in excess of \$5,000 directly from points outside the State of Illinois.

(c) At all material times, Respondent McDonald's has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

Respondent's Nashville Restaurant

4.

(a) At all material times, Respondent McDonald's of Tennessee has been engaged in operating public restaurants selling food and beverages.

(b) At all material times, Respondent McDonald's of Tennessee has been a Delaware corporation with a restaurant at 2612 Franklin Pike, Nashville, Tennessee, herein called Respondent of Tennessee's Nashville restaurant.

(c) Annually, Respondent McDonald's of Tennessee, in conducting its business operations described above in paragraph 4(a) and 4(b),

(i) derives gross revenues valued in excess of \$500,000 and

(ii) purchases products, goods, and materials valued in excess of \$5,000 directly from points outside the State of Tennessee.

(d) At all material times, Respondent McDonald's of Tennessee has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

5.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent McDonald's of Tennessee within the meaning of Section 2(11) of the Act and agents of the Respondent McDonald's of Tennessee within the meaning of Section 2(13) of the Act:

(a) [REDACTED] – General Manager

(b) [REDACTED] – Department Manager

(c) [REDACTED] – Assistant Manager

6.

About mid to late February 2014, Respondent McDonald's of Tennessee, by [REDACTED] in the back of the Nashville restaurant, prohibited employees from talking about the Union during work time while permitting employees to talk about other non-work subjects.

7.

Respondent McDonald's of Tennessee, by [REDACTED]:

(a) About early to mid-April 2014, in an office in the Nashville restaurant, (i) prohibited employees from talking about the Union during work time while permitting employees to talk about other non-work subjects; and (ii) threatened employees with discharge if they joined a union.

(b) About April 18, 2014, outside the Nashville restaurant, engaged in surveillance by taking cellphone photographs of employees engaged in concerted activities on an adjoining property.

(c) About April 18, 2014, outside the Nashville restaurant, threatened employees with unspecified reprisals because they were engaging in union activities.

(d) About May 15, 2014, inside the Nashville restaurant, (i) threatened employees with discharge if they participated in a strike; and (ii) implied that it would be futile for them to engage in protected concerted activities.

8.

About mid to late May 2014, at an office in the Nashville restaurant, Respondent McDonald's of Tennessee, by [REDACTED] (a) offered an employee a promotion to a

managerial position if the employee ceased supporting the Union and engaging in union activities; and (b) solicited employee complaints and grievances and promised its employees that problems with favoritism, gossip, and other conditions of employment would be improved if the employees ceased talking about and supporting the Union.

9.

At all material times, Respondent McDonald's of Tennessee has maintained the following rule with respect to employee discipline, and has printed this rule on its employee disciplinary forms:

The material contained herein is business confidential information of your employer and may not be used or copied without the prior written permission of your employer, unless it is being used in Employee Protected Communications. Employee Protected Communications are communications between non-supervisory employees regarding terms and conditions of employment, such as wages and benefits, hours, working conditions, and personnel actions.

10.

By the conduct described above in paragraphs 6 through 9, Respondent McDonald's of Tennessee has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

11.

The unfair labor practices of Respondent McDonald's of Tennessee described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

Respondent Mar-Mal

12.

(a) At all material times, Respondent Mar-Mal has been Respondent Mar-Mal has been an Alabama corporation engaged in the operation of a quick-service McDonald's restaurant at 2057 Tiger Town Parkway, Opelika Alabama, herein called the Opelika Alabama facility.

(b) Annually, Respondent Mar-Mal, in conducting its business operations described above in paragraph 12(a),

(i) derives gross revenues valued in excess of \$500,000 and

(ii) purchases products, goods, and materials valued in excess of \$5,000 directly from points outside the State of Alabama.

(c) At all material times, Respondent Mar-Mal has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

13.

At all material times, Respondent McDonald's has:

(a) had a franchise agreement with Respondent Mar-Mal;

(b) possessed and/or exercised control over the labor relations policies of Respondent Mar-Mal; and

(c) been a joint employer of the employees of Respondent Mar-Mal.

14.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Mar-Mal within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(a) [REDACTED] -- Owner

(b) [REDACTED] -- General Manager

- (c) [REDACTED] -- Area Supervisor
- (d) [REDACTED] -- Scheduling Manager
- (e) [REDACTED] -- Kitchen Manager

15.

About April 27, 2014, Respondent Mar-Mal, by Area Manager [REDACTED] at its Opelika, Alabama, facility, orally promulgated and since then has maintained a rule prohibiting employees from talking about the union while on the clock.

16.

(a) About May 21, 2014, Respondent Mar-Mal's employee [REDACTED] engaged in concerted activities with other employees for the purposes of collective bargaining and other mutual aid and protection by engaging in a protest at Respondent's headquarters.

(b) About May 23, 2014, Respondent Mar-Mal, by General Manager [REDACTED], discharged employee [REDACTED].

(c) Respondent Mar-Mal engaged in the conduct described above in subparagraph (b) because [REDACTED] engaged in the conduct described above in subparagraph (a), and to discourage employees from engaging in these or other concerted activities.

17.

By the conduct described above in paragraphs 15 and 16, Respondents McDonald's and Mar-Mal have restrained and coerced employees in the exercise of their rights in violation of Section 8(a)(1) of the Act.

18.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

Respondent MSM

19.

(a) At all material times, Respondent MSM has been an Alabama corporation engaged in the operation of a quick-service McDonald's restaurant at 1634 Opelika Road, Auburn, Alabama, herein called the Auburn Alabama facility.

(b) Annually, Respondent MSM, in conducting its business operations described above in paragraph 19(a),

(i) derives gross revenues valued in excess of \$500,000 and

(ii) purchases products, goods, and materials valued in excess of \$5,000 directly from points outside the State of Alabama.

(c) At all material times, Respondent MSM has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

20.

At all material times, Respondent McDonald's has:

(a) had a franchise agreement with Respondent MSM;

(b) possessed and/or exercised control over the labor relations policies of Respondent MSM; and

(c) been a joint employer of the employees of Respondent MSM.

21.

(a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent MSM within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(i) [REDACTED] -- Owner

(ii) [REDACTED] -- General Manager

(b) At material times [REDACTED] has held the position shift manager and has been a supervisor of Respondent MSM within the meaning of Section 2(11) of the Act and/or an agent of Respondent MSM within the meaning of Section 2(13) of the Act:

22.

About May 9, 2014, Respondent MSM, by Manager [REDACTED] at its Auburn, Alabama, facility, threatened employees with discharge if they signed a union card.

23.

About May 9, 2014, Respondent MSM, by Owner [REDACTED] at its Auburn, Alabama, facility, in the presence of employees, called the police on nonemployees engaging in union activity.

24.

By the conduct described above in paragraph 22 and 23, Respondents McDonald's and MSM have restrained and coerced employees in the exercise of their rights in violation of Section 8(a)(1) of the Act.

25.

The unfair labor practices of Respondents McDonald's and MSM described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

Respondent James Booth

26.

(a) At all material times, Respondent James Booth has been a South Carolina corporation engaged in the operation of a quick-service McDonald's restaurant at 2988 Montague Avenue, North Charleston, South Carolina.

(b) Annually, Respondent James Booth, in conducting its business operations described above in paragraph 26(a) and 26(b),

(i) derives gross revenues valued in excess of \$500,000 and

(ii) purchases products, goods, and materials valued in excess of \$5,000 directly from points outside the State of South Carolina.

(c) At all material times, Respondent James Booth has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

27.

At all material times, Respondent McDonald's has:

(a) had a franchise agreement with Respondent James Booth;

(b) possessed and/or exercised control over the labor relations policies of Respondent James Booth; and

(c) been a joint employer of the employees of Respondent James Booth.

28.

At all material times, [REDACTED] held the position of Store Manager and has been a supervisor of Respondent James Booth within the meaning of Section 2(11) of the Act and agent of Respondent James Booth within the meaning of Section 2(13) of the Act:

29.

About May 6, 2014, Respondent James Booth, by Store Manager [REDACTED] at its Charleston, South Carolina, facility, orally promulgated and since then has maintained a rule prohibiting employees from wearing union buttons inside the facility.

30.

By the conduct described above in paragraph 29, Respondents McDonald's and James Booth have restrained and coerced employees in the exercise of their rights in violation of Section 8(a)(1) of the Act.

31.

The unfair labor practices of Respondents McDonald's and James Booth described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20, 102.21 and 102.56 of the Board's Rules and Regulations, it must file an answer to the complaint. **The answer must be received by this office on or before January 2, 2015, or postmarked on or before January**

1, 2015. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for the represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf containing the required signature, then the E-Filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT at a date and place to be determined, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached form NLRB-4668.

The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: December 19, 2014.



A handwritten signature in black ink that reads "Claude T. Harrell Jr." The signature is written in a cursive style.

Claude T. Harrell, Jr.
Regional Director
National Labor Relations Board
Region 10
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Attachments